

Via Email (Will@williamnoble.com)

William Noble Rare Jewels, L.P.
Attn: William Noble
54 Highland Park Village
Dallas, Texas 75205

Re: J.B. International LLC

Dear Mr. Noble:

By your signature below, William Noble Rare Jewels, L.P. ("you" or "WNRJ") agrees to pay the amount due to J.B. International LLC ("Birnbach") as described in my letter to you dated August 13, 2019 in the manner set forth below. Time is of the essence, meaning that your failure to make a payment on or before the date and time required shall constitute a material breach hereof, subject to the notice and cure provision contained herein.

1. You will pay to the order of Jonathan Birnbach, by wire transfer (instructions attached), the sum of \$959,942.24 (the "Settlement Amount"), in an amount not less than each of the following listed installments, to be received by Birnbach on each such date until the Settlement Amount is paid in full:

- a. not less than \$50,000 on the day following execution of this letter; *Ret 7/26-2016 + 1/2-\$25k*
- b. not less than \$50,000 on or before September 16, 2019; *✓ Ret 8/2/19*
- c. not less than \$50,000 on or before October 15, 2019; *✓ Ret 10/15/19*
- d. not less than \$100,000 on or before November 15, 2019; *✓ \$100,000 - Ret 4.66 EC JWS = \$106,947 - 4/24*
- e. not less than \$100,000 on or before December 16, 2019; *✓ \$106,947 cr = 43053 -*
- f. not less than \$50,000 on or before January 15, 2020; *✓ \$39,880 -*
- g. not less than \$50,000 on or before February 17, 2020;
- h. not less than \$50,000 on or before March 16, 2020;
- i. not less than \$100,000 on or before April 15, 2020;
- j. not less than \$100,000 on or before May 15, 2020;

August ____ 2019

Page 2

- k. not less than \$50,000 on or before June 15, 2020;
 - l. not less than \$50,000 on or before July 15, 2020;
 - m. not less than \$50,000 on or before August 15, 2020;
 - n. not less than \$50,000 on or before September 15, 2020; and
 - o. not less than \$59,942.24 on or before September 15, 2020.
2. You may prepay the balance due at any time.
3. Should WNRJ fail to cure any alleged breach of this agreement within seven (7) days of receiving written notice and such alleged breach, then Birnbach, at its option, may accelerate all unpaid installments of the Settlement Amount (the "Balance") and seek immediate recovery thereof.
4. In the event of a breach of the foregoing, you also agree to pay reasonable attorneys' fees related to the enforcement of this agreement.
5. WNRJ shall make payment within thirty (30) days of any future sales involving Birnbach.

By your signature below, you hereby agree to the foregoing. Please sign and return a copy hereof by email. You agree that execution by facsimile signature, such as return email, shall be binding, and constitute and may be treated as and be enforceable as an original signature for all purposes.

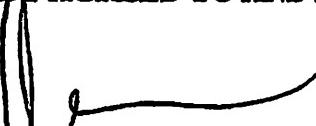
Very truly yours,

Jeffrey A. Mitchell

August ___, 2019

Page 3

**THE FOREGOING TERMS ARE
HEREBY AGREED TO AND ACCEPTED**


William Noble